

GRANTOR

Boyce N. Cole
335 College Heights Drive
Batesville, ARK 72501
(501) 793-7583 Home
None Work

BOOK 286 PAGE 355

STATE OF MISSISSIPPI

JUN 5 10 33 AM '95

TO

QUIT CLAIM DEED

BK 286 PG 355
FILED
By S Cleveland &

GRANTEE

Edward R. Mullins and
Sandra J. Mullins
3695 Benvenue
Hernando, MS 38632
(601) 429-8130 Home
(901) 684-3657 Work
(901) 785-3250

For and in consideration of ten (\$ 10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BOYCE N. COLE does hereby quit claim his entire interest unto EDWARD R. MULLINS and SANDRA J. MULLINS, with rights of survivorship, in the following described property located in DeSoto County, Mississippi, more particularly described as follows:

Lot 295, in Section B, of Lake O' The Hills Subdivision, as shown on plat appearing of record in Plat Book 2, Pages 35-36, in the Chancery Court Clerk's Office of Desoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot situated in Section 19, Township 3, Range 9 West.

The hereinabove described lot is conveyed subject to restrictive covenants of said subdivision as set out on said plat of said subdivision as recorded in the Chancery Court Clerk's Office of DeSoto County, Mississippi, and further subject to the following convenants, limitations and restrictions which are to run with the land in the same manner and for the same time as the restrictions on said recorded plat of subdivision:

(1) Each owner, corporate or otherwise, of an interest in land in the Lake O' The Hills Subdivision or in lots 257 through 268 inclusive in the adjoining Woodland Lake Subdivision shall have a membership in the Lake O' The Hills Maintenance Assoc. a non-profit corporation created for the purpose of owing and maintaining the lake, dam site, drives and other common areas, which membership is subject to the bylaws and other rules and regulations thereof. Such land owner shall have the right to the use of Lake O' The Hills only so long as he/she is a member of said Association.

(2) No inboard or outboard motorboat having in excess of 5 1/2 horsepower shall be used on Lake O' The Hills. Each boat shall be plainly marked " L. H." with the owner's lot number, in order that all boats may be identified. Any boat without a lot number will not be permitted on the lake.

(3) The property herein conveyed is subject to an assessment by the Lake O' The Hills Maintenance Association of \$ 50.00 on an annual basis, for its fiscal year ending March 31, 1996, and thereafter for the same amount annually until changed by a majority of the total votes eligible to be cast by the members of the Association. such amounts to be used only for the maintenance of the lake, dam, dam site, drives and other common areas. Said assessment shall be due and payable as the Board of Directors shall determine, and if not so paid shall bear interest at the rate of 6% per annum from the due date until paid: such assessment shall be a lien on the property so assessed and collectible by proper action by law, or proceeding in Chancery, for enforcement of such lien.

(4) No pier shall extend more than 15 feet out into the lake from the shoreline, except such piers that may be erected in lake access areas by the Lake O' The Hills Maintenance Association.

(5) All residences in this subdivision shall have inside toilets. All septic tanks and septic tank fields must be approved by the Mississippi State Board of Health. No outside privies will be permitted. No septic tank field shall be allowed to drain into the lake.

(6) No failure or neglect on the part of the grantor or of any owner of lands embraced in said Lake O' The Hills Subdivision, to demand or insist upon the observance of any provision, requirement, covenant, restriction or condition herein contained or referred to or to proceed for the restraint of violations thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder: nor shall a waiver thereof, in any particular be deemed a waiver of any other default thereunder, whether of the same or of a different nature: but any such provision, requirement, covenant, limitation, restriction or condition, may be enforced at any time, notwithstanding violations thereof may have been suffered or permitted theretofore.

(7) All lots in Lake O' The Hills Subdivision will have a water service tap at the road property line and are subject to a water service charge by Trinity Water Company under its schedule of rates, terms and conditions on file with the Mississippi Public Service Commission, State Office Building, Jackson, Mississippi, Docket No. U-689. Any unpaid charge for water service shall be lien on the property and collectible by proper action by law, or proceeding in Chancery, for enforcement of such lien.

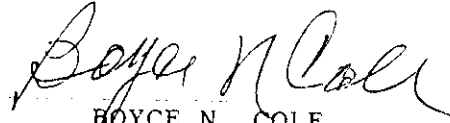
(8) If required by DeSoto County for drainage of the lot herein conveyed, the grantee hereby agrees, at his own expense, to install in the road right-of-way, a driveway pipe of the size and length required by said County, said pipe to become the property of Desoto County.

Possession is given with the delivery of this Deed.

The transfer of this deed is subject to subdivision and zoning regulations in effect in DeSoto County and rights-of-way and easements for public roads and public utilities and to the restrictive covenants of record for said subdivision.

Taxes will be paid by Grantee.

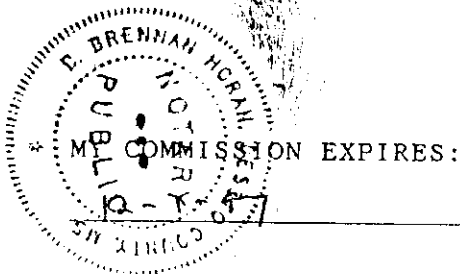
IN TESTIMONY WHEREOF I have executed this instrument this
the 18th day of March, 1995.


BOYCE N. COLE

STATE OF Mississippi
COUNTY OF DeSoto

PERSONALLY appeared before me the undersigned authority in
and for said county and state, the within named ROYCE N. COLE,
who acknowledged that he signed and delivered the above and
foregoing Warranty Deed on the day and date therein mentioned as
his voluntary act and deed and for the purposes therein
expressed.

GIVEN under my hand and official seal of office, this the 18th
day of May, 1995.




NOTARY PUBLIC

PREPARED BY:

Hon. B. Brennan Horan
2620 Goodman Rd. W.
Horn Lake, MS 38637
(601) 393-5520
MS BAR # 2631